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Trane shall have the right, but not the obligation, to monitor the content and/or use of The Material to determine compliance with this Agreement and any operating rules established by Trane, to authenticate user right to access The Material, and to satisfy any law, regulation or authorized government request. When use of The Material entails use of Trane websites, servers, processors or networks, Trane shall have the unrestricted right, but not the obligation, to log web addresses and/or mine other information and/or data relating to use of The Material (a) to provide better support, services and/or products to users of its products and services, (b) to verify compliance with the terms of this Agreement, (c) for use by Trane for statistical or other analysis of the collective characteristics and behavior of its users, (d) to backup user and other data or information and/or provide remote support and/or restoration, (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including histories or trending of any of the foregoing, and (f) to otherwise understand and respond to the needs of the users of Trane's products and services. Such mining may entail the use of "cookies," "IP addresses," or other numeric codes or tracking mechanisms to identify a computer. User can set User's browser to refuse all cookies or to indicate when a cookie is being sent. Users who do not accept cookies may be unable to fully avail themselves of all of Trane's products and/or services and may have to reenter certain repetitive data each time that data is needed.

7. Severability

If any part or parts of this agreement are held to be invalid, the remainder of this agreement shall continue to be valid and enforceable and shall be construed insofar as is possible to achieve the original intentions of the parties hereto.

8. Entirety of Agreement

This agreement and the documents referred to herein contain the full and complete understanding of the parties with respect to the subject matter hereof, and no waiver, alteration, or modification of any of the provisions hereof shall be binding unless agreed to in writing and signed by authorized representatives of the parties. Neither the course of conduct between the parties or trade usage shall act to modify or alter the specific provisions of this Agreement. If User issues a purchase order, memorandum, or instrument covering the services herein provided, it is hereby specifically agreed and understood that such purchase order, memorandum, or instrument is for User's internal purposes only and any and all terms and conditions contained therein, whether printed or written, shall be of no force of effect

9. Notice

All notices required hereunder shall be in writing and make specific reference to this Agreement. Notice shall be deemed given by Trane to User on the date that it is deposited in the mail, postage paid, addressed to the User at any address provided by User to Trane in accordance with the acquisition by User of The Material, or any other address User shall designate by notice to Trane. Notice shall be deemed given by User to Trane upon receipt of said written notice by the Legal Department of Trane at its address above, or any other address Trane shall designate by notice to User.

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In its sole discretion, Trane shall have the right at any time to delete, upgrade, improve, remove, expunge, change or modify or otherwise alter The Material, the terms and conditions applicable to User's use of The Material, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use of products and/or services that are not presently subject to fees and charges. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, conventional updates or support of The Material, or by general posting on Trane's public websites, or by electronic or conventional mail, or by any other means by which User obtains notice thereof. Any use of The Material by User after such notice shall be deemed to constitute acceptance by User of such changes, modifications or additions.

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User shall be responsible for obtaining and maintaining all communication equipment, computer hardware and other equipment or services needed for access to and use of The Material and all charges related thereto.

12. Assignment

Any assignment of this agreement by User without the prior written consent of Trane shall be void. Upon User's insolvency, receivership, voluntary or involuntary bankruptcy, or the institution of proceedings thereof, any assignment by User, Trane shall have the option to terminate this agreement without notice.

13. Indemnification.

User agrees to defend, indemnify and hold harmless Trane, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of The Material by User or any breach of this Agreement.

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This Agreement constitutes the entire agreement of the parties with respect to The Material and supersedes all previous written or oral agreements between the parties with respect to The Material. This Agreement, The Material and the use thereof, shall be construed in accordance with the laws of the State of New Jersey, without regard to its conflict of laws rules. User hereby consents to jurisdiction and venue under the laws of the state of New Jersey, U.S.A. By use of The Material, User agrees that its use shall conform to all applicable laws and regulations and User shall not violate the rights of any third parties. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import. User shall adhere to the U.S. Export Administration Laws and Regulations and shall not export or re-export any of The Material to any proscribed country or person listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government. The parties agree that the Uniform Computer Information Transaction Act (UCITA), or any version thereof, adopted by any state in any form ("UCITA"), shall not apply to this Agreement and, to the extent that UCITA is applicable, the parties agree to opt-out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein.

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